

## Super Cruise 2021 Terms & Conditions

### TERMS AND CONDITIONS

#### **GOVERNING LAW**

These booking conditions are governed by the law in force in South Australia, Australia.

These booking conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

The person making the booking must be at least 18 years of age and must be authorised to make the booking on behalf of all the members of the travelling party. The person making the booking must also provide a copy of these booking conditions to the other members of the party.

#### **WHAT'S INCLUDED IN THE HOLIDAY PRICE**

(per person – twin share)

- Cruise aboard Royal Caribbean's "Ovation of the Seas"
- All meals, entertainment, and gratuities on board (excluding drinks and specialty restaurants)
- Cruisin' Country OR Rock the Boat Headliner Shows (you pick your preference pre-sailing)
- Port charges and government taxes

Costs are per adult in \$AUD and are based on a twin sharing basis. Single travellers must pay 200% the full twin share price. Costs are subject to change with or without notice.

#### **WHAT'S NOT INCLUDED IN THE HOLIDAY PRICE**

- Airfare, passport and fees and insurances of all kinds
- Laundry, phone calls, beverages, items of a personal nature, optional excursions etc.

The price does not cover costs and expenses, including the return to your home, if you leave the cruise at your own volition, or due to illness, or as a consequence of official action by the government.

#### **DRINKS PACKAGES**

Beverage packages will be available on this cruise, however they will not be available to book until closer to sailing date, approximately 2 months prior which is when all of our passengers will be provided with online check in details where you can log in and pre-purchase add-ons like drink packages, specialty dining and shore excursions.

Please note: Any guest wishing to purchase an alcoholic beverage package must do so for all guests of legal drinking age in the same stateroom, for sailings on or after December 31st, 2017. We nor Royal Caribbean can make any exemptions to this rule, even if a medical certificate is presented.

## **ARTIST LINE-UP**

Artist line up is correct at the time of printing and is subject to change. In the unlikely event that any band / performer cancels or cannot fulfill their performance obligations for any reason, there will be no refunds. The ticket is for the cruise experience as a whole, not the individual acts.

## **RESERVATIONS & PAYMENTS**

Once you have decided to book on Super Cruise 2021, simply ask your Travel Agent to book.

On confirmation of your booking, a written letter will be sent to your agent.

Upon confirmation it will be necessary for you to pay a deposit of 25% of the fare to secure your booking. A further 25% must be paid before the 1st of November 2020. A third payment of 25% must be paid before the 30th of April 2021.

Bookings made after the 1st of November 2020 require a single 50% deposit. Bookings made after the 30th of April 2021 require a single 75% deposit. You may be able to arrange monthly instalment payments with your travel agent (conditions apply).

This deposit secures your cruise berth. Final payment is due by the 1st of August 2021 or before.

## **CONTRACT**

After we have received your deposit or full payment (if applicable) and we have issued a confirmation invoice, a contract will exist between you and each of the suppliers, effective from the date printed on your invoice. The terms & conditions of each supplier you have booked with will apply to your booking. Once the contract(s) is made, the supplier is responsible for providing you with the travel arrangements that you have booked.

## **DIETARY REQUIREMENTS**

Any special meal requirements will be made on a request basis only. We cannot guarantee special meal requests, nor will we assume any responsibility or liability if passenger's special meal requests are not fulfilled. Requests for main dining times in the main dining room are on a request basis only. Please do so through your Cruiseco agent.

## **TRAVEL DOCUMENTS**

Travel documents will be sent to you electronically (via email) 14-21 days prior to departure from Australia (providing full payment has been received). If you are leaving home earlier, please ask your Cruiseco Travel Agent to request your travel documents in good time.

## **TRAVEL INSURANCE**

Guests who do not hold international travel insurance that covers medical costs, repatriation and other expenses may be refused entry into New Caledonia. It is strongly recommended that all guests take out Travel Insurance for this holiday to avoid being denied entry into New Caledonia ports. Please speak to your Travel Agent at the time of booking about Travel Insurance.

## **BOOKING CHANGES, CANCELLATIONS & REFUNDS**

In the unfortunate event that you should have to cancel your holiday, we must be notified in writing. The day we receive this notice in writing, will be considered the date your cancellation has been made.

Certain cancellation fees apply to your holiday if cancelled after a deposit or final payment has been made. These cancellation fees will be levied by the shipping company and will be greater the closer to your travel date that you cancel. You should check very carefully with your travel agent what these fees are before you make your booking.

**Booking Changes:** A fee of \$25 per person will be charged for any revision or alteration made to a reservation after the booking is confirmed unless the change increases the value of the booking. Please note that this does not apply to complete name changes or cabin downgrades which are considered cancellations and full cancellation fees apply as per the below table. Please note that one of the original deposited guests must remain in the booking at all times.

## **CANCELLATIONS & CANCELLATION FEES**

Notice of cancellation and complete name changes must be made in writing to your Travel Agent. One complete name change is permitted and will be charged at \$250.00 as long as one of the original passengers are still travelling in the cabin. If none of the original passengers are travelling, then full cancellation fees will apply. The following scale of charges will apply when notice of cancellation is received prior to holiday departure.

### **CANCELLATION PENALTIES – NEW BOOKINGS**

Immediately to 20 September 2020 – \$150 per person

21 September 2020 – 20 December 2020 – \$250 per person

21 December 2020 – 30 June 2021 – loss of 50% total holiday cost

01 July 2021 – 01 August 2021 – loss of 75% total holiday cost

02 August 2021 – No Show – loss of 100% total holiday cost

These cancellation fees are in addition to any cancellation fees that may be levied by your Travel Agent.

Please note: In the event of a cancellation where you are entitled to a partial refund, please note the reimbursement can take up to 6-8 weeks to be returned from your cancellation request date.

### **CANCELLATION PENALTIES – BOOKINGS TRANSFERRED FROM 2020 & FUTURE CRUISE CREDITS**

If you have transferred your booking from Cruisin' Country 2020, Rock the Boat 2020 or Bravo 2020 or used a Choose Your Cruise Future Cruise Credit to pay for your cruise, those funds remain non-refundable at all times. The below cancellation fees will be deducted from your transferred funds or Future Cruise Credit if your 2021 booking is cancelled and the remainder (if available) held as a Future Cruise Credit to be redeemed 31 August 2022 for a Choose Your Cruise Music Cruise departing by 31 December 2022.

**CANCELLATION PENALTIES – FUTURE CRUISE CREDITS (Continued)**

Immediately to 20 September 2020 – \$150 per person

21 September 2020 – 31 March 2021 – \$250 per person

01 April 2021 – 30 June 2021 – loss of 50% total holiday cost

01 July 2021 – 01 August 2021 – loss of 75% total holiday cost

02 August 2021 – No Show – loss of 100% total holiday cost

**FORCE MAJEURE**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, not limited too.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. In the event that a Force Majeure applies, you will be bound by the suppliers' terms & conditions.

**LIMITATION OF LIABILITY**

Subject to Australian Law, as Choose Your Cruise is only acting as an agent we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties unless caused by our negligence. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.

Choose Your Cruise is not liable for force majeure or any other event which is beyond our control or which is not preventable by us.

Nothing in these terms and conditions shall be read as excluding, restricting or modifying rights under the Trade Practices Act and other legislation given to consumers in relation to the supply of goods and services.

*Rock The Boat and Cruisin' Country are brand names of Cruising Country Pty. Ltd. and is operated for Cruising Country Pty. Ltd. Serviced by Discovery Travel Centre Pty. Ltd trading as Cruisecco. Licence number: 2TA001284 ABN 12001934461.*

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